

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent of:

Yoshihiro Suzuki et al.

Confirmation No.: 3652

Patent No.: 6,561,716

Art Unit: 3671

Filed: June 1, 2000

Examiner: Robert Pezzuto

For: UNIVERSAL JOINT DEVICE AND METHOD
OF MANUFACTURING THE DEVICE

Issued Date: May 13, 2003

**PETITION FOR RECONSIDERATION OF REQUEST TO ACCEPT UNAVOIDABLY
DELAYED PAYMENT OF MAINTENANCE FEES IN EXPIRED PATENT
AND TO REINSTATE PATENT UNDER 37 C.F.R. § 1.378(E)**

MS Petition
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

On November 11, 2010, a Petition to Accept Unavoidably Delayed Payment of Maintenance Fees in Expired Patent and to Reinstate Patent Under 37 C.F.R. § 1.378(b) was filed with regard to U.S. Patent No. 6,561,716 ("the '716 patent"). In a Decision dated May 27, 2011, the petition was denied. This is a petition for reconsideration under 37 C.F.R. § 1.378(e). The petition fee of \$400 set forth in 37 CFR §1.17(f) is enclosed.

The initial petition asserted that in 2006 the law firm of Darby & Darby ("Darby"), which ceased the practice of law in March 2010, failed to pay the maintenance fee for U.S. Patent No. 6,561,716. The patent is owned by Kabushiki Kaisha Somic Ishikawa, whose agent in Japan is Kabasawa & Associates ("Kabasawa"). What happened is that Kabasawa instructed Darby to pay the fee and a Darby employee acknowledged receipt of the instruction, updated the docketing system to indicate that the fee had been paid, and notified Accounting. As a result an invoice for the fee was sent to Kabasawa and they paid the invoice. The one thing the Darby

employee did not do is notify the maintenance fee company, MDC, to actually pay the fee. Kabasawa found out that the fee had not been paid when they went to pay the 2nd fee in the fall of 2010, long after Darby had closed its doors. With the Darby firm no longer in business, the information provided was based on information and belief of the undersigned attorney. However, as stated in the initial Petition, the delayed payment was unavoidable, since reasonable care was taken to ensure that the maintenance fees would be paid timely, and that the petition was filed promptly after the patentee was notified of, or otherwise became aware of, the expiration of the patent.

According to the Decision, the initial Petition provided insufficient evidence to show that Darby “acted reasonably and prudently.” However, as noted in the Decision this can be established by showing that: “(1) the error was the cause of the delay at issue; (2) there was in place a business routine for performing the clerical function that could reasonably be relied upon to avoid errors in its performance; (3) and the employee was sufficiently trained and experienced with regard to the function and routine for its performance that reliance upon such employee represented the exercise of due care.” See MPEP 711.03(c)(III)(C)(2). Decision page 4.

This current Petition for Reconsideration provides, to the extent available, the information which the Decision states is necessary to support reinstatement of the patent.

The Decision provides that an “adequate showing requires statements by all persons with direct knowledge of the circumstances surrounding the delay, setting forth the facts, as they know them.” *Id.* In this case, the only person that would have direct knowledge of the circumstances surrounding the delay is Mr. Moy. An attempt was made to locate him, but it was unsuccessful. This included a call to his last know employer, only to find out that he is no longer employed there. Further, Mr. Moy was responsible for paying hundreds of maintenance fees, so it is not likely he would have any memory of this particular one.

The Decision also states that “a thorough explanation of the docketing and call-up system in use and must identify the type of records kept and the person(s) responsible for the

maintenance of the system. This showing must include copies of mail ledger, docket sheets, file wrappers and such other records as may exist which would substantiate an error in docketing, and include an indication as to why the system failed in this instance to provide adequate notice that a reply was due.” *Id.* Much of this information which is available was provided in the initial petition and is quoted as follows:

Near the end of 2005 Darby sent to Kabasawa a list of patents in which annuities were due in the 4th Quarter of 2006. The ‘716 patent was on the list.

By May 21, 2006 Kabasawa had returned the list to Darby with an indication that the maintenance fee for the ‘716 patent should be paid. A copy of the list is attached as **Exhibit A**.

One of the paralegals, Perry Moy, was assigned to handle the payment. Mr. Moy was well trained in the procedures that had been established and had paid numerous maintenance fees in the past without incident. He followed the existing procedures to a point. In particular, he updated the docketing system to indicate that the payment had been made. Attached as **Exhibit B** is a printout of the docket for this patent indicating that the first maintenance fee was paid on July 27, 2006. He also notified accounting of the payment. As a result, an invoice was issued to Kabasawa for payment of the fee. A copy of the invoice for the fee dated August 31, 2006 is attached as **Exhibit C**. The one critical thing that Mr. Moy forgot to do was to notify MDC, the maintenance fee company used by Darby, that they should effect payment of the fee.

Thus, as of August 31, 2006, everyone at Darby assumed the fee had been paid as reflected by the updated docket system. Kabasawa and Somic Ishikawa assumed it had been paid because that was their instruction and they were billed for the service. (Exhibits attached.)

The undersigned was a member of the Procedure Committee of Darby and worked on setting up a number of procedures and integrating them with the firm’s electronic docketing system. Thus, based on my knowledge and belief I supplement the forgoing information. In particular, Darby used the electronic Patent And Trademark Tracking SYstem called “PATTSY.” This system kept docketing information on all US and foreign patents. Once a quarter, the paralegals in the Intake/Maintenance Fee Department would run reports of the cases in which maintenance fees and annuities were due in the following quarter.

Darby in 2006 had a contract with MDC to track and pay maintenance and annuity fees. MDC received information on the matters handled by Darby from Darby's PATTSY database. Thus, every quarter MDC would send Darby a list of the cases in which it believed that a maintenance or annuity was due in the next quarter. Darby would check this list against the one generated directly from PATTSY. The checked list would be sent to the client. An example is **Exhibit A** to the initial petition. The client would mark the list with cases in which it wanted the fee paid and return it to Darby. Then a paralegal, such as Mr. Perry Moy, would forward the instructions to pay the fee to MDC. When a confirmation of payment was received from MDC, the paralegal would update the PATTSY database with the payment information (**Exhibit B**) and would notify the Accounting Department. An invoice would then be sent to the client for payment of the fee (**Exhibit C**).

Although there is a request in the Decision for such things as "copies of the mail ledger, docket sheets, file wrappers and such other records as may exist which would substantiate an error in docketing" because of the dissolution of the firm, these are no longer available. All of the available documents for this matter have been provided.

In order to provide the other information that the Office needs to allow the petition, the Decision sets forth a series of questions from the third full paragraph on page 4 through the first full paragraph on page 5. However, some of this information can no longer be obtained because of the closing of Darby. Nevertheless, the undersigned provides the following responses to these questions:

1. *What was the business routine in place at Darby for performing the clerical functions that Perry Moy was performing and that could reasonably be relied upon to avoid errors in paying the maintenance fee?*

The process for paying maintenance fees is set forth above. It only required that a paralegal, such as Mr. Moy, merely instruct MDC to pay a fee when requested by the client. The errors which could reasonably be foreseen are that Mr. Moy would not receive the instruction, he

would receive the instruction but not follow it, MDC would not receive the instruction from Perry Moy or that MDC would receive the instruction but would not follow the instruction. The back up to protect against these errors was the PATTSY database. It would automatically send out docket notices to the paralegal, the working attorney and the supervising or billing attorney for the matter warning that the deadline was approaching and the fee had not been paid. What happened here was that for some inexplicable reason, Mr. Moy short circuited the back up by changing PATTSY to indicate that the fee had been paid, when it had not. Further, as a means of avoiding human error, MDC was not provided with a list of entries and deletions from the cases created by Darby personnel. Instead a copy of the PATTSY database was sent to MDC on a quarterly basis. Thus, any entries in the database, e.g., newly issued patents for which a maintenance fee should be docketed, were provided to MDC. As a result, by Mr. Moy closing the docket notice and indicating that the fee had been paid in PATTSY, it would have appeared to MDC as if they were no longer responsible for payment of this matter.

2. *What training and experience did Perry Moy have in 2006 with regard to the payment of maintenance fees?*

While complete records are not available, it appears that Mr. Moy had been with the firm in the Intake/Maintenance Fee Department for about two years. The firm had a Procedures Committee that included several prosecution partners and associates. This Committee also included the Administrator of Patent Services, Ms. Marie Collazo, who was a registered patent agent with a couple of decades of experience. Her deputy, Mr. Flynn Barrison, was also a registered patent agent with about 10 year's experience. These two people, working with the other members of the Procedures Committee, set up the procedures for all of patent services, including maintenance fee payments. The Input/Maintenance Fee Department was headed by a paralegal, Ms. Lori Cindrich, who had over 10 years of experience. She personally trained Mr. Moy for about six months before he was allowed to operate independently. Even then, the personnel in that department all sat in the same office and were supervised by Ms. Cindrich.

Further, there were written instructions and check lists for use in paying maintenance fees. Because of the closing of Darby, these are no longer available.

Darby paid literally hundreds of maintenance fees in this time period, and this is the only one where it appears that Mr. Moy made an error. The firm did have two or three other incidents, but these involved other people and other procedures.

3. *How did the docketing and call-up system work in 2006, including the type of records kept and the person(s) responsible for the maintenance of the system?*

This has generally been described above. In addition to the PATTSY database, the Intake/Maintenance Fee Department also kept records of correspondence with the clients organized by quarter as well as correspondence with MDC. This system was separate from the firm's general word processing and document management system, so that erroneous entries could not be made by personnel who had not been trained.

Further, the PATTSY database was generally closed to inputs from most firm personnel. While most people in the firm could access and view the database records, only paralegals in Patent Services (which handled the filing of foreign originated cases in the US and the filing of US cases in foreign countries), the Intake/Maintenance Fee Department and the Docketing Department were allowed to input changes. The firm had a database administrator, Zulfikar Ali, who was responsible for the maintenance of the database. It also had a contract with OP Solutions the provider of PATTSY to provide maintenance and upgrades. OP Solutions also ran periodic data corruption checks.

4. *Why did the system fail in this instance to provide adequate notice that the fee had not been paid?*

The final determination in the firm as to whether a fee had been paid was the PATTSY database. While it would not be unreasonable to expect that personnel would forget to make payments, the system could handle that. Also, it could be expected that an inexperienced person

could mistakenly enter incorrect information. To guard against this, editing rights in the database were denied to partners, associates, secretaries and most paralegals. It was only the select few who had been trained in the procedure and did them every day, who were allowed to make changes in the database. What in hindsight was the vulnerability of the system was that a trained paralegal, who had been trained to do the job, would not only fail to send instructions to pay the fee, but would then change the database to show that the fee had been paid.

The public PAIR system of the USPTO shows that a Notice of Patent Expiration for this case issued on June 18, 2007, and was addressed to Darby. Under Darby's procedures, if received, such a Notice of Patent Expiration would have been processed by the Records Department as PTO Mail Received and docketed by the Docketing Department for revival under 37 C.F.R. 1.378 (c). The Docketing Department would then have forwarded it to Intake/Maintenance Fee Department where it would have been compared to the entry in the PATTSY database. While after the fact, this would have given sooner notice of the expiration of the patent and would have allowed the patent to be reinstated under 37 C.F.R. 1.378 (c) as unintentionally abandoned by payment of a fee. However, the Darby records that were searched in the fall of 2010 did not have any indication of this notice being received. Receipt of such a notice would have been indicated in PATTSY, but as shown in **Exhibit B**, it is not indicated. As is typically with a well run system, when there is a failure it is usually the result of a combination of errors that defeat the backup procedures.

5. *What was Darby's system for docketing and paying maintenance fees?*

This has been answered above, primarily in the section describing the system and procedures.

6. *Was it typical docketing practice at Darby to enter in the docketing system that the maintenance fee had been paid prior to Darby making the payment or MDC confirming that the fee had been paid?*

It was absolutely not typical practice at Darby to enter in the docketing system that a maintenance fee had been paid prior to Darby making the payment or MDC confirming that the fee had been paid. In fact, there is no logical reason for anyone to have done so. As noted above, the procedures were set up to guard against instructions not being received or passed on. What is now seen as a fatal flaw is that in the interest of avoiding errors caused by humans, the MDC computers received quarterly down loads from the PATTSY database. Thus, Mr. Moy's change in PATTSY is thought to have changed the information at MDC. If that were not the case, MDC might have notified Darby that the fee had not been paid.

7. *What procedures should Perry Moy have followed?*

Very simply, Mr. Moy should have notified MDC to pay the fee and then waited. When he received confirmation from MDC that the fee had been paid, he should then, and only then, have updated PATTSY.

8. *What kind of auditing trail should a "normal" docket entry have created?*

A normal docket entry essentially says that the fee is due and has not been paid. When confirmation of payment is received, the docketed action would have been removed (indicated as responded to) and the case updated to show that the next fee is due in four years. In the PATTSY database the date and the person making the change in the data is recorded. That is how it could be determined that Mr. Moy made the change.

9. *Were there any abnormalities in the docketing trail due to Mr. Moy's departure from the docketing practice that should have been noticed by other Darby & Darby employees?*

While the typical departures for normal docketing would have been noticed, e.g., failure to pay the fee after being instructed to pay the fee by the client, this particular departure would not have been noticed by other Darby employees. If they looked at the correspondence file they would see the client's instructions to pay the fee. If they then double checked it against the PATTSY database they would see that the fee had been paid. Only a query from MDC might

have indicated a problem, but it appears that its use of downloaded information from the PATTSY database removed that possibility.

10. *Did Darby & Darby have contractual relationships with MDC with respect to payment of maintenance fees for other patents?*

Darby had contractual relationships with MDC for perhaps thousands of maintenance fees and annuities for other patents.

11. *What kind of paper trail was created when Darby contracted with MDC for payment of a maintenance fee?*

The actual instruction to pay was by e-mail. Unfortunately Darby's e-mail servers were decommissioned and sold off when the firm went out of business.

12. *What kind of annotation, if any, should have been in Darby & Darby's records?*

The annotation to show that the fee had been paid is as shown in **Exhibit B**. See the entries "1st Main Fee Due" and "Final Tax Notice (4)" in the center of the screen. These are the docketed actions. Note that the first one is not docketed to 1, 2 and P, which are the prosecution people responsible for the case. However, the last is docketed to all three. Thus, if the second action is not taken care of, an alert goes to a group of people. However, both docket entries show under "Response" that the action was handled, i.e., the fee was paid on July 27, 2006. These entries were made by Mr. Moy.

13. *If Darby had a contract for payment of maintenance fees for this patent, did MDC send a written request for instructions to Darby about payment of the maintenance fee?*

As noted in the general description of the system above, Darby did receive a written request for instructions from MDC. However, Darby cross checked this list against its own list, which was sent to the clients. Then Darby responded to MDC in either batches of cases or on an individual case basis with instructions to pay or not pay a fee.

14. *Did MDC send reminder notices when no instructions were received?*

MDC sent a list of cases for which fees were due and Darby told them which ones to pay. If no instructions were received, MDC would send a reminder notice. However, on occasion Darby would make a payment directly. In such a case MDC was told to either take the case off their list or to leave it on the list for the next payment. However, when MDC got a PATTSY download that indicated a fee had been paid, there would be no reason for MDC to send a reminder.

15. *What was the training provided to the personnel responsible for the docketing error, degree of supervision of their work, examples of other work functions carried out, and checks on the described work which were used to assure proper execution of assigned tasks.*

Mr. Moy was trained for about six months by having the head of this department sit with him and explain tasks. Then he would be instructed to perform those tasks and show the results to the head of the department. Also, he was made aware of written procedures and check lists that were available to assist him in his job. At all times Mr. Moy's desk was about 15 feet away from the head of his department. He could ask her a question or could question the other two or three people in the group any time he was unsure of what to do.

In addition to paying maintenance fees and annuities, this department was also responsible for intake, i.e., they created files for new cases in the office. One member of the group performed electronic conflict checks, but that was not Mr. Moy. The other task of the group was file transfer, i.e., they sent files to other firms at the request of clients and made changes to the PATTSY database to show the transfer.

16. *How much experience did Mr. Moy have with docketing?*

Mr. Moy had about two years of experience.

**Legal Principals That Support Acceptance of
Late Payment of This Maintenance Fee**

Under 35 U.S.C. § 41(b), the Director may accept late payment of a maintenance fee if the delay in payment is shown to have been “unavoidable.” To satisfy the “unavoidable” standard, “one must show that he exercised the due care of a reasonably prudent person,” *Ray v. Lehman*, 55 F.3d 606, 609 (Fed. Cir. 1995). This legal standard was also addressed in *In re Mattullath*, 38 App. D.C. 497, 514-15 (D.C. App. 1912), which explains the meaning of the word “unavoidable” in the context of delayed maintenance fee payments as follows:

It is applicable to ordinary human affairs, and requires no more or greater care or diligence than is generally used and observed by prudent and careful men in relation to their most important business. It permits them, in the exercise of this care, to rely upon the ordinary and trustworthy agencies of mail and telegraph, worthy and reliable employees, and such other means and instrumentalities as are usually employed in such important business. If unexpectedly, or through the unforeseen fault or imperfection of these agencies and instrumentalities, there occurs a failure, it may properly be said to be unavoidable, all the other conditions of good faith and promptness in its ratification being present.

To paraphrase, if a patentee relies upon “the ordinary and trustworthy agencies of mail,” “worthy and reliable employees,” and “other means and instrumentalities” that are usually employed by “prudent and careful men in relation to their most important business,” and a failure occurs “unexpectedly, or through the unforeseen fault or imperfection of these agencies and instrumentalities,” such failure may be said to have been “unavoidable” if all other “conditions of good faith and promptness” are present.

Here the assignee Somic Ishikawa and its agent Kabasawa relied in good faith upon these types of trustworthy and reliable means and instrumentalities. In particular, they provided clear instructions to Darby, a firm in business for 110 years and which had paid numerous fees for them in the past. A firm they could reasonably consider trustworthy and reliable. Further they received confirmation that their instructions to pay the fee had been carried out.

Despite the fact that Somic Ishikawa and Kabasawa legitimately exercised the “care or diligence observed by prudent and careful men in relation to their most important business.” and

relied on “ordinary and trustworthy agencies of mail and telegraphy, worthy and reliable employees,” i.e., Darby, (citing *Ex parte Pratt*, 1887 Dec. Comm’r Pat. 31, 32-33 (Comm’r Pat. 1887)), the Decision states that “such reliance merely shifts the focus of the inquiry from patent holder to whether that third party acted reasonably and prudently. In any event, the patent holder is bound by any errors that may have been committed by their representative. See *California Medical Products v. Technology Med. Prod.*, 921 F. Supp. 1219 (D. Del. 1995).” Decision page 4. First this statement is not logical. If the error had been made by the U.S. Post Office, would the burden have been shifted to determining whether the post office acted reasonably and prudently? Further, if the patent holder is bound by any errors that may have been committed by their representatives, relief could never be provided. Clearly any request for reinstatement will be necessitated by an error. Further, the *California* case does not support the notion that a patent holder who has acted prudently to assure payment of the maintenance fee is bound by any errors that may have been committed by their representative. In the *California* case the patentee did nothing to assure payment and relied totally on his attorney. *Supra* at 1259. Further, the court went on to identify two errors made by the lawyer and his secretary, but nevertheless approved reinstatement of the patent.

Regardless of whether the *California* case applies, the information provided above shows that Darby acted reasonably and prudently, so the standard, however, misplaced, has been met. Darby had in place procedures for payment of maintenance fees and a staff dedicated to that process. These procedures included adequate training and backup. However, a single human error caused a failure to pay the fee and disabled the backup features. If Mr. Moy had merely forgotten to pay the fee, docket notices would have warned the attorneys assigned to the case and the manager of the department that the fee was not paid. If he had not notified accounting that the fee was paid, the billing attorney may have noticed an outstanding fee. Thus, the error caused harm not simply because of a human mistake in failing to notify MDC to pay the fee, but in completing the rest of the procedure before receiving notification that the fee had been paid.

There is no evidence that Mr. Moy “had been an unreliable or mistake-prone employee prior to the misdocketing.” *California* at 1260. With its electronic docketing system in place,

Darby “had no reason to suspect [that] close monitoring would be necessary” with respect to Mr. Moy. *Id.* Although Mr. Moy “when entering on the docket list ... made the mistake of following [an unusual] routine and entering the [fee as having been paid,] this was an error on [his] part; but it was not an error which [Darby], as a reasonable and prudent person, could have expected.” *Id.* Reliance upon an incorrect docket is reasonable. “The purpose of a docketing system is to be a readily accessible source of important information. It is not reasonable to expect a docket clerk, or a lawyer, to question and recalculate the information on a docket sheet every time the docket sheet is used, for that would completely negate its effectiveness.” *Id.* While Darby had a backup system that failed in this instance, the *California* court found “that a reasonably prudent patent practitioner need not even have a backup system. All that is required is a reliable docketing system. [Darby] had such a system, and it failed ... on this occasion. Moreover, [Darby] did not have any knowledge that the system had failed him until [notified by Kabasawa in 2010], well after the expiration of the grace period for the maintenance fee payment.” Thus, the facts of this case match those of the *California* case on which the Office relies. In that case the petition was granted and it should be granted in this case as well.

Conclusion

Given the foregoing additional information, the patentee hereby respectfully petitions for reconsideration and submits that the entire delay in paying the first (fourth year) maintenance fee for the ‘716 patent was unavoidable because it resulted from a single human error by a trusted employee of a firm in which the patentee could reasonably have trusted. Also, the failure to notice that the fee had not been paid was unavoidable because of the indications provided to the patentee that the fee had been paid, and the indication to Darby and MDC that the fee had been paid because of the PATTSY entry. Accordingly, the patentee respectfully requests that this petition be granted, allowing the delayed payment of the fourth year maintenance fee to be accepted, and for the ‘716 patent to be reinstated.

If the U.S. Patent and Trademark Office determines that any additional fees are required, the Commissioner is hereby authorized and requested to charge any deficiency owed, and/or credit any refund due, to Deposit Account No. 50-4570.

Dated: July 27, 2011

Respectfully submitted,

By 

Melvin C. Garner

Registration No.: 26,272

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Attorneys/Agents For Patentee

EXHIBIT A

Return to: Polly Stevens
 Fax: (212) 527-7701
 Number of Pages: _____

Darby & Darby, PC Annuity Payment Authorization List/Worksheet

Annuitants Due 4th Quarter 2006

Client Number: 09450 - Kabasawa & Associates

Country	Inventor(s)	Patent Number	Application Number	Due Date	Paid Due	Instructions
United States	Yoshihiro SUZUKI	6,561,716	09/762,319	11/13/2006	\$ 1212	<input checked="" type="checkbox"/> Pay <input type="checkbox"/> Do not pay <input type="checkbox"/> Darby & Darby, PC <input type="checkbox"/> Not Responsible
Title: UNIVERSAL JOINT DEVICE AND METHOD OF MANUFACTURING THE DEVICE				Tax Year: 4	Entity: Large	<input type="checkbox"/> Entity Status Has Changed
Our Ref: 000K688-USO						
ClientRefNo: FB01003PLUS						

Darby & Darby, PC Annuity Payment Authorization List/Worksheet

Annunities Due 4th Quarter 2006

Client Number: 09450 - Kabasawa & Associates

Return to: Polly Stevens
Fax: (212) 527-7701
Number of Pages: _____

Country	Inventor(s)	Patent Number	Application Number	Due Date	Fee(s) Due	Instruction
United States	Hidetoshi FURUTA	6,560,495	09/513,363	11/6/2006 Tax Year: 4	\$ 1212 Entity: Large <input type="checkbox"/> Entity Status Has Changed	Pay <input type="checkbox"/> Do not pay <input checked="" type="checkbox"/> Darby & Darby, PC Not Responsible
JUL. 26. 2006						
Our Ref: 000K669-US0						
ClientRefNo: P0004US						
United States	Yoshihiro SUZUKI	6,561,716	09/762,319	11/13/2006 Tax Year: 4	\$ 1212 Entity: Large <input type="checkbox"/> Entity Status Has Changed	Pay <input checked="" type="checkbox"/> Do not pay <input type="checkbox"/> Darby & Darby, PC Not Responsible
JUL. 26. 2006						
Our Ref: 000K683-US0						
ClientRefNo: FB01003PUS						
United States	Misuru FUKUSHIMA	5,424,793	08/223,701	12/13/2006 Tax Year: 12	\$ 4112 Entity: Large <input type="checkbox"/> Entity Status Has Changed	Pay <input checked="" type="checkbox"/> Do not pay <input type="checkbox"/> Darby & Darby, PC Not Responsible
JUN. 26. 2006						
Our Ref: 100K698-US1						
ClientRefNo: P9411US						
United States	Toshiyuki HANADA	5,420,560	08/135,064	11/30/2006 Tax Year: 12	\$ 2212 Entity: Small <input type="checkbox"/> Entity Status Has Changed	Pay <input checked="" type="checkbox"/> Do not pay <input type="checkbox"/> Darby & Darby, PC Not Responsible
JUL. 26. 2006						
Our Ref: 100K707-US1						
ClientRefNo: P9227US						

Total Tax: \$ 8,748

4 Records for: 09450



Satoshi KABASAWA
KABASAWA & ASSOCIATES

EXHIBIT B

Darby# **000K683-US0** RECORD **1 OF 1**

COUNTRY	US	UNITED STATES	PATENT TITLE	UNIVERSAL JOINT DEVICE AND METHOD OF MANUFACTURING THE DEVICE
NEW/CON	DCA	SERIAL# 09/762,319		
RELATED	n/a	PATENT# 6,561,716		
TYPE	UTIL	STATUS	TRANSFER	
CLASS	09450	Kabasawa & Associates	1	REF FB01003PUS
AGENT				REF M1596-232
PRIOR	6/9/1999			
MAILED	2/6/2001			
FILED	2/6/2001			
PUBLISHED				
ISSUED	5/13/2003			
1ST FEE	6/1/2000			
TERM DT	4/29/2010			

H	ID	ACTION	12	BASE	DUE IN	DUE	EXINS	FINAL	EXT	RESPONSE	CALLUP	1	2	P
N	A4	REQ'D. ASGMT STAT.		2/6/2001	15 M	5/6/2002	0	5/6/2002	0	6/25/2001	0 M	N	Y	N
Y	WJ	FILE SCANNED TO DB		1/2/2006										
Y	ZZ	FILE DESTROYED		6/15/2006										
N	M1	1ST MAINT FEE DUE		5/13/2003	42 M	11/13/2006	1	5/13/2007	0	7/27/2006	1 M	N	N	N
N	P0	FINAL TAX NOTICE(4)		5/13/2003	48 M	5/13/2007		5/13/2007	0	7/27/2006	2 M	Y	Y	Y

MAIN	NOTES	GENERAL	LICENSES	COSTS	PRIOR APPS	ADD INFO	FAMILY	PTA	LOC	ABSTRACT	CLAIMS
<div> <div>INVENTORS</div> <div> <div>Suzuki, Yoshitiro</div> <div>Suzuki, Manabu</div> <div>Sasaki, Hitoshi</div> <div>Inagaki, Kazuya</div> </div> </div> <div> <div>ASSIGNEES/OWNERS</div> <div>Kabushiki Kaisha Sonio Ishikawa</div> </div> <div> <div>TERMS</div> <div></div> </div>											

P154270500 ENTERED 2/1/2001 MODIFIED 4/29/2010 BY JAL PAY 1 SEL 2 MMM 3 P MFP 3 PDS

EXHIBIT C

IN ACCOUNT WITH

DARBY &
DARBY

PROFESSIONAL
CORPORATION

INTELLECTUAL PROPERTY LAW

NEW YORK

805 THIRD AVENUE
NEW YORK, NY 10022
TEL: 212.527.7700
FAX: 212.527.7701

SEATTLE

1191 SECOND AVENUE
SEATTLE, WA 98101
TEL: 206.262.8900
FAX: 206.262.8901



FEDERAL ID NO. 13-2766173

Invoice Date: August 31, 2006

Invoice No.: 691994

Kabasawa & Associates
The NSO Building
1-22, Shinjuku, 3-Chome
Shinjuku-Ku, Tokyo 160, Japan

Client No: 09450

For Professional Services Rendered Through August 31, 2006, in Connection with the Following Matter:

9509450-000

MAINTENANCE FEES/RENEWALS

Costs Advanced

08/31/06	Maintenance Fees/Renewals	1,212.00
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Total Costs Advanced	\$ 1,212.00
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Invoice Total	\$ 1,212.00
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